

City of Concord v. Concord Police Supervisors Association, Decision No. 2014-232 (Case No. G-0205-3).

The City claimed that charging that the Union violated RSA 273-A:5, II (f) and (g) when it made a wrongful demand to arbitrate a grievance. The City argued that the subject grievance was not arbitrable because the current collective bargaining agreement (CBA) did not apply to the grievant since he retired from the City Police Department and was no longer a City employee or “public employee” under the Public Employee Labor Relations Act or a member of the bargaining unit. The Union denied the charge and claimed that the arbitration demand was valid because it was based upon a benefit the grievant earned during the last month of his employment in accordance with certain retroactive provisions of the current CBA.

The PELRB dismissed the complaint finding that the subject grievance was arbitrable because it was based upon the employee’s status during the month when he was still a city employee and alleged a violation of a provision of the 2013-15 CBA that was retroactive to January 1, 2013. The parties were ordered to proceed to arbitration as demanded by the Union.

Disclaimer: This summary is intended to provide a brief description of the issues in this case and the outcome. The summary is not a substitute for the decision, should not be relied upon in place of the decision, and should not be cited as controlling or relevant authority in PELRB proceedings or other proceedings.